

ECKERD CORPORATION

CONFIDENTIALITY AND SECURITY AGREEMENT

As an associate, contractor, vendor or temporary associate of Eckerd Corporation, you may have access to confidential information including patient, financial or business information obtained through your association with Eckerd Corporation. The purpose of this Agreement is to help you understand your personal obligation regarding confidential information.

Confidential information is valuable and sensitive and is protected by law and by strict Eckerd Corporation policies and procedures (See: H.R.1.54 "Confidentiality of Health Information Privacy). The Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires protection of confidential information contained within a healthcare information system. Inappropriate disclosure of patient data may result in the imposition of fines up to \$ 250,000 and ten years imprisonment per incident.

As used in this Agreement, "Confidential Information" includes, but is not limited to: (1) any "Eckerd Internal Information" as well as information that would constitute a trade secret under applicable law; (2) Protected Health Information (PHI), including medical and personal information concerning Eckerd patients (pharmacy customers) or associates; information regarding the payment of claims or provision of pharmacy services and information regarding associate healthcare and leave of absence requests under healthcare plans and (3) Eckerd's business plans and /or strategies. "Eckerd Internal Information" is that information not made public or shared outside the company absent approval by the Chief Executive Officer.

Accordingly, as a condition of and in consideration of my access to confidential information, I promise the following:

Associate agrees to maintain Eckerd's confidential information in the strictest confidence and not to disclose or otherwise utilize Eckerd confidential information except as necessary for the Associate to perform his or her customary and regular job duties. This means, among other things, that:

- A. Associate will only access "Confidential Information" for which Associate has a legitimate business need to know;
- B. Associate will only use or disclose "Confidential Information" for legitimate business purposes that fall within the scope of the Associate's duties, and will only use or disclose "Confidential Information" to the minimum extent necessary to accomplish those business purposes;
- C. Associate will follow pharmacy regulations and HIPAA requirements concerning a request for prescription records;
- D. Associate will prevent the unauthorized destruction of patient records in accordance with Eckerd policy and HIPAA regulations;
- E. Associates will not in any way disclose, divulge, copy, release, sell, loan, review, alter, or destroy any of Eckerd's confidential information except as properly authorized within the scope of Associate's employment with Eckerd;
- F. Associate will not otherwise misuse or misappropriate Eckerd's "Confidential Information".

- G. Associate will not misuse or steal "Confidential Information" with or without the intent to unlawfully sell the information to an outside party.
- H. Associate will maintain an up to date accounting of instances in which the pharmacy has disclosed a customer's PHI to a third party.
- I. Associate will not discuss a customer's condition and/or medication in the presence of unrelated third parties.
- J. Associate will not release PHI without written consent from a customer, except where such consent or authorization is not required under federal or state law and Eckerd policy.
- K. Associate will update and maintain a patient's record with regard to the patient's directives on the use of his or her PHI, as prescribed by HIPAA. (As examples, associates must maintain accurate records as they pertain to acknowledgment or consent status, revocation status, requests for confidential communication status, etc.).

Associate agrees to prevent unauthorized use of confidential information and agrees to report any unauthorized use of confidential information to their supervisor.

Associates agrees not to remove any record (including copies, computer reports) or any other type of confidential information, from the office where it is kept, except in the performance of Associate's regular and customary job duties.

Associate agrees not to remove any original record from Eckerd's property at any time without prior consent of the Compliance Officer.

Associate agrees not to remove any copies of records from Eckerd's property at any time without prior consent of the Associate's immediate supervisor.

Associate agrees not to electronically transmit any Eckerd Confidential Information at any time except in the performance of Associate's regular and customary job duties and to closely adhere to the procedures set forth for the electronic transmission and storage of confidential information.

Associate agrees not to orally discuss any "Confidential Information" except as necessary in the performance of Associate's regular and customary job duties.

Associate agrees to conform to all policies and procedures as it relates to the use and handling of "Confidential Information" whether expressly stated herein or otherwise.

Associate agrees that all "Confidential Information" regardless of the media on which it is stored (paper, computer, video, recorder, etc), the system which processes it (computer, voice mail, telephone systems, facsimiles, etc.) is the property of Eckerd Corporation and shall not be used or accessed inappropriately or for personal gain. Associate also understands that all electronic communication shall be monitored and subject to internal and external audit.

Associate understands that failure to comply with this Agreement will result in disciplinary action that might include, but is not limited to, termination of employment.